

City of Norfolk, Virginia
Request for Quotation (RFQ) 5148-0-2016/DT
LOCKSMITH SERVICES

Issued: June 21, 2016
Due: June 28, 2016 at 2:00 p.m.

TO:

PLEASE COMPLETE COMPANY INFORMATION SECTION.

Company Name	
Point of Contact	
Phone Number	
E-mail Address	

Please quote your best price and delivery, F.O.B. Norfolk, Virginia for the following: This is a request for quotation, this is not an order.

Furnish and deliver the following goods or services in accordance with the terms and conditions in this RFQ.

Reply or questions to this request for quotation should be directed to the attention of Darlene Thomas at V: (757) 823-4589, fax: (757) 664-4018 or email: Darlene.Thomas@norfolk.gov .

Response may be made by email, fax, mail, courier service or hand delivered. If response is by mail, courier, or hand delivery, deliver to:

Office of the Purchasing Agent
232 E. Main Street, Suite 250
Norfolk, Virginia 23510
RFQ Number: 5148-0-2016/DT

Scope/Specifications: To furnish and deliver locksmith services for the City of Norfolk, Bureau of Towing Operations, on an AS NEEDED basis for the period beginning July 1, 2016 and ending June 30, 2018.

LOCKSMITH SERVICES:

The City operates a Towing/Impound lot for motor vehicles at 1195 Lance Road, Norfolk, Virginia 23502. Vehicles at this facility are sold at public auctions that are conducted every other Thursday. For some of the vehicles we will need the services of a locksmith to make keys.

The contracted locksmith(s) shall be required to come to the Towing Operations site prior to the auction events (normally monthly) and make keys for the units identified by the Towing Operations Supervisor. Dates and time for locksmith services will be coordinated with Towing Operations.

Note: It is understood that not all locksmith companies have the equipment to make all of the different types of keys requested herein. If your company is interested quote only the keys which you can provide.

Requirements:

For vehicles that need only a master key to operate ignition and driver's door lock, only one key will be required.

For vehicles that need a key for the ignition and a separate key for the driver's door lock, two keys will be required.

It is preferred that the contractor have all equipment necessary to provide keys for vehicles that require V.A.T.S. or Transponder systems or other computerized system (VATS, PATS, Smart Key, etc).

Standard Key

Transponder Key

Non Transponder High Security

High Security with Transponder

Lexus with Transponder

Acura RL Honda, Re-flash on Immobilizer

GM Vehicle with Transponder

GM Vehicle with Regular Key

Vehicle with FOB

Delivery: City of Norfolk City of Norfolk, Bureau of Towing Operations, 1188 A Lance Road, Norfolk, Virginia 23502.

Method of Award: The City will award by the lowest responsive bidder of the total estimated five-year cost of Line 5 to deliver locksmith services, on an as-needed-basis.

Bid Form:

The Bid Form is included as a separate Microsoft Excel document. All bidders shall submit pricing in a completed and printed Excel format. Deviations or modifications to the Bid Form will NOT be waived as an irregularities and the bid will be deemed non-responsive. Bidders shall use the formulas provided in the Excel document and only submit prices as requested. **(See Attachment A).**

Guaranteed delivery time after receipt of order: _____

PLEASE NOTE THE FOLLOWING CONDITIONS: Quote prices exclusive of all taxes.

Exemption certificates will be furnished upon request. If substitutes are offered, make full explanation and submit complete specifications. This inquiry implies no obligation on the part of the City of Norfolk. **THIS IS NOT AN ORDER.**

COMPANY INFORMATION SECTION – PLEASE PRINT OR TYPE.

Company Name: _____

Address: _____

City, State, Zip: _____

Phone Number: _____ Fax Number: _____

E-mail address: _____

Web Site: _____

Quoted By (Signature): _____

Name: _____

ORAL COMMENTS DO NOT FORM A PART OF THIS REQUEST FOR QUOTATION.

TERMS:

Term shall commence on July 1, 2016 through June 30, 2018. The City reserves the exclusive option to renew the agreement resulting from this solicitation for three (3) additional 12 month periods at the pricing quoted herein.

INVOICING AND PAYMENTS:

Contractor agrees to invoice the City of Norfolk, Towing Operations for services provided on a monthly basis. Monthly invoice shall include a signed and dated receipt for the work authorized by the Towing Operations Supervisor. Once charges are verified and approved payment will be made within 15 days.

INSURANCE:

Contractor will maintain during the term of this agreement insurance of the types and in the amounts described below. All insurance policies affected by this agreement will be primary and noncontributory to any other insurance or self-insurance maintained by the City, and will be written in an ISO form approved for coverage in the Commonwealth of Virginia. Policy limits may be met via either a singular policy, or in combination with primary and excess, or umbrella, insurance policies. All policies will provide that the Contractor will receive at least thirty (30) days written notice in the event of cancellation of, or material change in, any of the policies. Unless otherwise specifically approved by the City, all general liability and automobile/vehicle liability policies will include the City of Norfolk, Va. and its employees as "Additional Insured", and be written as an "occurrence" base policy. If the Contractor fails to maintain the insurance as set forth in this Agreement, the City has the right, but not the obligation, to purchase such insurance at Contractor's expense

COMMERCIAL GENERAL LIABILITY INSURANCE (CGL) with a limit of not less than \$1,000,000 each occurrence, \$2,000,000 general aggregate. CGL will cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and liability assumed under insured contract.

WORKER'S COMPENSATION INSURANCE providing coverage as required by applicable Federal and, or, States' statutes, and Employer's Liability Insurance. The limits of such policies will be at least \$500,000 per accident/disease, and policy limit of \$500,000.

AUTOMOBILE/MOTOR VEHICLE LIABILITY INSURANCE with a limit of not less than \$2 million combined single limit; or, Bodily Injury \$1,000,000 each person, \$2,000,000 accident, and Property Damage \$100,000 each accident. Such insurance must cover liability arising from any motor vehicle as defined by Commonwealth of Virginia laws and must include coverage for owned, hired and non-owned motor vehicles, as well as uninsured and underinsured motorists.

INSURANCE POLICIES/CERTIFICATE OF INSURANCE

CONTRACTOR will furnish the CITY with two (2) copies of the policies, or a certificate(s) of insurance evidencing policies, required in Paragraphs _____ of this Agreement. The certificate(s) will specifically indicate that the insurance includes any extensions of coverage required in Paragraph _____ above. In the event of cancellation of, or material change in, any of the policies, the Contractor will notify the City within at least 14 days after receiving notice of such cancellation or policy change and provide evidence that insurance coverage is in place to meet the requirements of this agreement.. If the Certificate indicates coverage applicable insurance policies will expire prior to completion of all terms of this Agreement/Contract, the CONTRACTOR will furnish a certificate of insurance evidencing renewal of such coverage to the CITY within 10 days of the effective date such renewal. All certificates will be executed by a duly authorized representative of each insurer, showing compliance with the requirements of this agreement. Failure of the City, and, or the City's designated agents for this Contract/Agreement, to (1) demand such certificates or other evidence of full compliance with these requirements, and, or, (2) identify a deficiency from evidence that is provided, will not be construed as a waiver of the Contractor's obligation to maintain the insurance required in this Contract/Agreement.

SUBCONTRACTOR'S INSURANCE: The Contractor will require each of his Sub-Contractors for work performed under this agreement to take out and maintain during the life of the subcontract insurance coverage of the same type and limits required of the Contractor for work performed by the sub-contractor. Each Sub-contractor will furnish to the Contractor two (2) copies of the policies, or certificates of insurance, evidencing the applicable insurance. The Sub-Contractor will comply with the same requirements regarding indications of coverage, renewal and submission of policies as is required of the Contractor. The Contractor will furnish at least one copy the Sub-Contractor's policies/certificate to the City.

BRAND NAME "OR EQUAL" SPECIFICATIONS:

The provisions of Section 33.1-52 City Code apply. If and wherever in this proposal a brand name, make, name of any manufacturer, trade name, or vendor catalog number is mentioned, it is for the purpose of establishing a grade or quality of material only. Since the City does not wish to rule out other competition and equal brands or makes, the phrase OR AN APPROVED EQUAL is added. However, if a product other than that specified is bid, it is the vendor's responsibility to name such a product within his bid and to prove to the City that said product is equal to that specified. In all instances where an "or equal" or an alternate item is offered, bidders are to include a statement that the item being offered meets the specifications of the requested item. Additionally, bidders shall list all deviations from the listed specifications. Submission of specification sheets, brochures, or published literature describing the item being offered does not fulfill this requirement. Any article which the

City in its sole discretion determines to be equal of that specified, considering quality, workmanship, economy or operation, and suitability for the purpose intended, shall be accepted.

ETHICS IN PUBLIC CONTRACTING:

Sec. 33.1-86. - Purpose.

The provisions of this chapter supplement, but do not supersede, other provisions of law including but not limited to, the State and Local Government Conflict of Interests Act (Virginia Code, § 2.1-639.1 et seq.), the Virginia Governmental Frauds Act (Virginia Code, § 18.2-498.1 et seq.), and Articles 2 (Virginia Code, § 18.2-438 et seq.) and 3 (Virginia Code, § 18.2-446 et seq.) of Chapter 10 of Title 18.2 (related to bribery). The provisions of this article apply notwithstanding the fact that the conduct described may not constitute a violation of the State and Local Government Conflict of Interests Act.

(Ord. No. 33,095, § 1, 9-11-84; Ord. No. 34,573, § 2, 6-30-87)

Sec. 33.1-87. - Proscribed participation by public employees in procurement transactions.

Except as may be specifically allowed by provisions of the State and Local Government Conflict of Interests Act (Virginia Code, section 2.1-639.1 et seq.), no public employee having official responsibility for a procurement transaction shall participate in that transaction on behalf of the public body when the employee knows that:

1. The employee is contemporaneously employed by a bidder, offeror or contractor involved in the procurement transaction; or
2. The employee, the employee's partners, or any member of the employee's immediate family holds a position with a bidder, offeror or contractor such as an officer, director, trustee, partner or the like, or is employed in a capacity involving personal and substantial participation in the procurement transaction, or owns or controls an interest of more than five (5) percent; or
3. The employee, the employee's partner, or any member of the employee's immediate family has a pecuniary interest arising from the procurement transaction; or
4. The employee, the employee's partner, or any member of the employee's immediate family is negotiating, or has an arrangement concerning, prospective employment with a bidder, offeror or contractor.

(Ord. No. 33,095, § 1, 9-11-84; Ord. No. 34,573, § 3, 6-30-87)

Sec. 33.1-88. - Solicitation or acceptance of gifts.

No public employee having official responsibility for a procurement transaction shall solicit, demand, accept, or agree to accept from a bidder, offeror, contractor or subcontractor any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal or minimal value, present or promised, unless consideration of substantially equal or greater value is exchanged. The city may recover the value of anything conveyed in violation of this section.

(Ord. No. 33,095, § 1, 9-11-84)

Sec. 33.1-89. - Disclosure of subsequent employment.

No public employee or former public employee having official responsibility for procurement transactions shall accept employment with any bidder, offeror or contractor with whom the employee or former employee dealt in an official capacity concerning procurement transactions for a period of one year from the cessation of employment by the city unless the employee, or former employee, provides written notification to the city manager prior to commencement of employment by that bidder, offeror or contractor.

(Ord. No. 33,095, § 1, 9-11-84)

Sec. 33.1-90. - Gifts by bidders, offerors, contractors or subcontractors.

No bidder, offeror, contractor or subcontractor shall confer upon any public employee having official responsibility for a procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is exchanged.

(Ord. No. 33,095, § 1, 9-11-84)

Sec. 33.1-91. - Kickbacks.

No contractor or subcontractor shall demand or receive from any of his suppliers or his subcontractors, as an inducement for the award of a subcontract or order, any payment, loan, subscription, advance, deposit of money, services or anything, present or promised, unless consideration of substantially equal or greater value is exchanged.

1. No subcontractor or supplier shall make, or offer to make, kickbacks as described in this section.
2. No person shall demand or receive any payment, loan, subscription, advance, deposit of money, services or anything of value in return for an agreement not to compete on a public contract.
3. If a subcontractor or supplier makes a kickback or other prohibited payment as described in this section, the amount thereof shall be conclusively presumed to have been included in the price of the subcontract or order and ultimately borne by the city and will be recoverable from both the maker and recipient.

Recovery from one offending party shall not preclude recovery from other offending parties.

(Ord. No. 33,095, § 1, 9-11-84)

Sec. 33.1-92. - Purchase of building materials, supplies or equipment from architect or engineer prohibited.

Except in cases of emergency, no building materials, supplies or equipment for any building or structure constructed by or for the city shall be sold by or purchased from any person employed as an independent contractor by the city to furnish architectural or engineering services, but not construction, for such building or structure, or from any partnership, association, or corporation in which such architect or engineer has a pecuniary interest.

(Ord. No. 33,095, § 1, 9-11-84)

Sec. 33.1-92.1. - Participation in bid preparation; limitation on submitting bid for same procurement.

No person who, for compensation, prepares an invitation to bid or request for proposals for or on behalf of the city shall:

- i. Submit a bid or proposal for that procurement or any portion thereof; or
- ii. Disclose to any bidder or offeror information concerning the procurement that is not available to the public. However, the city may permit such person to submit a bid or proposal for that procurement or any portion thereof if the city determines that the exclusion of the person would limit the number of potential qualified bidders or offerors in a manner contrary to the best interests of the city.

(Ord. No. 43,223, § 2, 9-9-08)

Sec. 33.1-92.2. - Certification of compliance required; penalty for false statements

1. The city may require public employees having official responsibility for procurement transactions in which they participated to annually submit for such transactions a written certification that they complied with the provisions of this article.
2. Any public employee required to submit a certification as provided in subsection (1) who knowingly makes a false statement in the certification shall be punished as provided in section 33.1-95.

(Ord. No. 43,223, § 2, 9-9-08)

Sec. 33.1-92.3. - Misrepresentations prohibited.

No public employee having official responsibility for a procurement transaction shall knowingly falsify, conceal, or misrepresent a material fact; knowingly make any false, fictitious or fraudulent statements or representations; or make or use any false writing or document knowing it to contain any false, fictitious or fraudulent statement or entry. (Ord. No. 43,223, § 2, 9-9-08)

Sec. 33.1-93. - Penalty for violation.

Willful violation of any provision of this article shall constitute a Class 1 misdemeanor. Upon conviction, any public employee, in addition to any other fine or penalty provided by law, shall forfeit his employment.

(Ord. No. 33,095, § 1, 9-11-84)

State Law reference— Similar provisions, Code of Virginia, § 11-80. Sec. 33.1-94—33.1-100. - Reserved.

Initial: _____

NONDISCRIMINATION:

Sec. 33.1-53. - Employment discrimination by contractor prohibited.

Every contract over one thousand dollars (\$1,000.00) shall include or incorporate by reference the following provisions:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
2. The contractor will include the provisions of the foregoing paragraphs a, b, and c in every subcontractor or purchase order of over ten thousand dollars (\$10,000.00), so that the provisions will be binding upon each subcontractor or vendor.

(Ord. No. 33,095, § 1, 9-11-84; Ord. No. 39,912, § 1, 4-11-2000)

Initial: _____

COMPLIANCE WITH FEDERAL IMMIGRATION LAW:

1. **CERTIFICATION.**

The offeror certifies, to the best of its knowledge and belief, that -

The offeror or any of its Principals at all times during which any term of the contract is in effect, (Please fill in with your enterprise's complete name) _____

does not and shall not knowingly employ any unauthorized alien. For purposes of this section, an "unauthorized alien" shall mean any alien who is neither lawfully admitted for permanent residence in the United States nor authorized to be employed by either Title 8, section 1324a of the United States Code or the U.S. Attorney General.

2. **INSTRUCTIONS.**

a. The offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

b. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the offeror's responsibility. Failure of the offeror to furnish a certification or provide such additional information as requested by the appropriate City purchasing official may render the offeror non-responsible.

c. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

d. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the offeror knowingly rendered an erroneous certification, in addition to other remedies available to the City, the appropriate City purchasing official may terminate the contract resulting from this solicitation for default.

3. **NOTICE.**

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under section 1001, Title 18, United States Code.

Signature: _____

Name: _____

Title: _____

Date: _____

COMPLIANCE WITH STATE LAW – AUTHORIZATION TO TRANSACT BUSINESS IN THE COMMONWEALTH OF VIRGINIA:

I. CERTIFICATION.

A. The offeror (Please fill in with your enterprise's complete name) _____ certifies that it is organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50.

The identification number issued to offeror by the State Corporation Commission: _____

B. Offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall describe why it is not required to be so authorized:

II. INSTRUCTIONS.

a. The offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

b. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the offeror's responsibility. Failure of the offeror to furnish a certification or provide such additional information as requested by the appropriate City purchasing official may render the offeror non-responsible.

c. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

d. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the offeror knowingly rendered an erroneous certification, in addition to other remedies available to the City, the appropriate City purchasing official may terminate the contract resulting from this solicitation for default.

Signature: _____

Name: _____

Title: _____

Date: _____

PLEASE NOTE THE FOLLOWING CONDITIONS: Quote prices exclusive of all taxes. Exemption certificates will be furnished upon request. If substitutes are offered, make full explanation and submit complete specifications. This inquiry implies no obligation on the part of the City of Norfolk.

The Purchase Order Terms and Conditions stated herein are applicable to any award made pursuant to this solicitation.

PURCHASE ORDER TERMS AND CONDITIONS:

1. **DELIVERY AND ACCEPTANCE:** Time of delivery is of the essence of this contract. City reserves the right to refuse any goods and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions. Acceptance of any part of the order shall not bind City to accept future shipments, nor deprive it of the right to return goods already accepted.
2. **LATE DELIVERIES OR NON-COMPLIANT GOODS:** Should shipment of any part of this order be delayed beyond the time specified in the proposal, bid, or quotation for the same, or beyond the time specified herein, or if no time is specified, then beyond a reasonable time, or if any article should fail to comply with specifications, the City is to have the right to purchase such articles at the market price for immediate delivery and any excess in the cost of same over the price shown herein is to be paid by the contractor under this order, or deducted from any monies now due or hereafter accruing to him from the city.
3. **DELIVERY AND RISK OF LOSS:** Delivery shall not be deemed to be complete until goods have been actually received and accepted by the City. The risk of loss remains with the Seller until acceptance.
4. **DEFECTS:** By accepting this order Seller acknowledges that the goods covered by this order are satisfactory for the purposes set forth by the City in the bid invitation.
5. **PRICES:** Unless otherwise provided, goods shall be furnished at the prices indicated on this order only. Invoices will be honored for purchase order prices only.
6. **PATENT INFRINGEMENT:** Seller agrees to indemnify City and hold it harmless from and against all liability, loss, damage and expense, including reasonable counsel fees, resulting from any actual or claimed trademark, patent or copyright infringement, or any litigation based thereon, with respect to any part of the goods covered by this order, and such obligation shall survive acceptance of the goods and payment therefore by the City.
7. **PRODUCT WARRANTY:** Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the City. Seller warrants that the goods furnished will conform to the specifications, drawings, and description listed in the bid invitation, and

to the sample (s) furnished by Seller, if any. In the event of a conflict between the specifications, drawings, and description, the specifications shall govern.

8. **PACKING:** All goods, wrappers and containers must bear marking and labels required by applicable federal, state and municipal laws and regulations for the protection and safety of persons and property and Seller warrants that prices include all charges for packing, crating and transportation to F.O.B. point.
9. **DATA:** Seller shall not use or disclose any data, designs, or other information belonging to or supplied by or on behalf of City, except in the performance of this or other orders for City. Upon City's request such data, designs, or other information and any copies thereof shall be returned to City. Where City's data, designs or other information are furnished to Sellers suppliers for procurement of supplies by Seller for use in the performance of Buyers orders, Seller shall insert the substance of the provision in its orders.
10. **LABOR DISPUTES:** Whenever any actual or potential labor dispute delays or threatens to delay the timely performance of this order, Seller shall immediately give notice thereof to City.
11. **CHANGE ORDER:** This contract can be modified or rescinded only by a writing signed by the City Purchasing Agent or his duly authorized agent.
12. **GRATUITIES:** The City may by written notice to the Seller, cancel this contract without liability on the part of the City to Seller if it is determined by City that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Seller, or any agent or representative of the Seller, to any officer or employee of the City of Norfolk with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performing of such a contract.
13. **SAFETY:** Seller guarantees that the design of all equipment being purchased conforms to all regulations of the Federal Occupational Safety and Health Act at time of delivery. Seller agrees to furnish Material Safety Data Sheet (Form OSHA-20) as applicable for hazardous or potentially hazardous products.
14. **ADVERTISING:** Seller agrees not to use the name of City or to quote the opinion of any City employees in any advertising without obtaining the prior written consent of City.
15. **ASSIGNMENT:** Assignment is prohibited unless Vendor obtains prior written approval of the City.
16. **DISCRIMINATION PROHIBITED:** The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

END OF RFQ